

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

Application Number: 10/572,990

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Applicant(s): Joachim Bruchlos et al.

Entitled: ACCESSING A ERP APPLICATON OVER THE
INTERNET USING STRONG TYPED
DECLARATIVE LANGUAGE FILES

Examiner: STRODER, CARRIE A

Group Art Unit: 3689

Attorney Docket No.: DE920030057US1 (7161-462U)

REPLY BRIEF

Mail Stop Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
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Sir:

This Reply Brief is submitted under 37 C.F.R. § 41.41 in response to the Examiner's Answer dated August 30, 2011. The Examiner's response to Appellants' arguments submitted in the Appeal Brief of July 5, 2011 raises additional issues and underscores the factual and legal shortcomings in the

Examiner's rejection. In response, Appellants rely upon the arguments presented in the Appeal Brief of July 5, 2011, and the arguments set forth below.

Appellants' exemplary claim 14 recites:

14. A computer-implemented method for processing contract data associated with services to be provided via a network in an infrastructure, in which a plurality of binding contracts exists between a service provider and a service requestor for services having a respective number of service specifications, the method comprising:

creating said contract data comprising contract selection parameters for subsequently selecting at least one service contract out of said plurality of contracts;

including said contract data into a request for said service;

issuing, via the network, said request for said service; and

receiving, via the network, the service according to a selection of the at least one service contract based upon the contract selection parameters.

In the Appeal Brief, Appellants argued the following:

An important aspect of the Appellants' claimed invention is to include contract selection parameters into the service request (particularly into the query string of the endpoint address of the request) so that the requestor can have influence on the contract selection. Dan discloses the development of the contract enforcement code and its integration with a service application. However, Dan does not disclose using the contract selection parameters to select at least one service contract out of a plurality of contracts (Dan concerns the enforcement of one contract, not the selection among multiple contracts). Dan further does not disclose the inclusion of the contract selection parameters into a request.

Reid does not cure the deficiency of Dan. Reid discloses a database that may be searched for particular agreements based on several parameters. However, Reid does not disclose that the parameters are included in the service request.

In response, Examiner stated on pages 19-20 of the Examiner's Answer the following:

Applicant argues that Dan does not disclose “including said contract data into a request for said service.” Examiner respectfully disagrees. As Dan explains in the quoted passage from col. 7, line 24 thru col. 8, line 20, a contract enforcement code is generated and used by the requester. The code determines whether the request is allowed. If the requester has a valid code, the contract enforcement code then invokes the appropriate action.

Applicant further argues that Dan is concerned with the enforcement of one service contract, not the selection of one service contract from among a plurality of contracts. While Dan does not teach this on its face, Examiner has provided applicant with Reid, which specifically teaches this aspect of the invention. Reid allows a user (which may be a person or a computer) to search for a contract based on several different fields (paragraph 35).

Examiner anticipates the possible argument that Reid should not be combined with Dan. Dan, however, is enhanced by Reid. Dan discloses providing services according to a contract between the customer and the service provider. Reid teaches selecting a particular contract from a database. When combined, Reid gives Dan more flexibility since Dan ostensibly provides for only one service contract for all customers, but when combined with Reid, Dan has the ability to provide multiple service contracts for different customers, or even the same customer. This allows Dan to provide different levels of service for different types of service or customers. Most providers have more than one customer, so this increases Dan’s ability to meet customer needs.

For the convenience of the Honorable Board, col. 7, line 24 to col. 8, line 20 of Dan and paragraph 35 of Reid, cited by Examiner, have been reproduced herein as follows:

FIG. 7 illustrates the development of the contract enforcement code and its integration with a service application, according to an embodiment of the present invention. First, in step 701, the parties create a joint formal document, referred to as the service contract. As indicated hereinabove, the service contract also can be created by a subset of the parties. The elements of one embodiment of the contract are detailed hereinbelow with regard to FIG. 9. The service contract is then registered, in step 710, by all interacting parties in their respective servers. This registration preferably includes storing of a service contract identification number, information regarding the service contract and the service contract itself. In a preferred embodiment, a tool is available for automatically generating enforcement code. The registration aids in this automatic generation of the parties’ role-specific contract enforcement code. In the absence of such a tool, however, the code is written by hand, capturing the rules of interaction specified in the

contract. The code also contains information on the local application, such as how to invoke the local application, what specific method to call upon receiving a specific message, request or document. Finally, in step 720, the contract enforcement code is generated and integrated with the service implementation code for enabling actual runtime invocation.

FIG. 8 illustrates the use of the contract enforcement code during runtime, according to an embodiment of the present invention. In step 800, an external request (or message, or document) arrives at a particular enforcement code component. The contract enforcement code then determines, based on the incorporated rules of interaction, the current interaction state and the interaction history of the service (e.g., requests and responses received), and whether such a request (or message, or document) is acceptable from the specific requester as per the rules of interaction, in step 810. If the request is determined to be acceptable, the contract enforcement code invokes, in step 820, an appropriate application method (or program). After the appropriate service implementation logic is executed to provide this service, a response may be generated. Note that the execution may be synchronous or asynchronous with the client request. The service logic may be a simple program or a multi-step execution synchronously or asynchronously involving business rules and internal methods where the business rules specify how the next method or execution step is to be selected. That is, the service logic may be adapted to support long-running interactions or sequences of interactions which are timed apart. For example, the logic can support a situation in which a customer requests a reservation with a hotel service provider and requests a cancellation days later. In this example, the service contract of the present invention will capture the rules of interaction for such timed-apart interactions. The service logic may also make requests on other partners via other service contract enforcement code or via the same contract enforcement code. Hence, if there is a response to the original request, the service implementation logic sends the response to the particular contract enforcement code, in step 830. The contract enforcement code may add this response to the history of interactions, before sending it back to the original requester. Finally, if the original request is determined to be unacceptable, in step 810, the requester may be notified of this rejection in step 840. The contract enforcement code may also specify independent action to be taken by a partner in the absence of a response from another partner within a pre-specified time.

[0035] The database of the present invention has extensive search capabilities. In one embodiment, there are three main search screens; agreement search, obligation search and docket search. The agreement search screen allows a user to search for agreements based on several fields including but not limited to: agreement number, agreement type, agreement sub-type, agreement summary, product line, intellectual property team, business unit, product group, parties, effective date, expiration date, attorney, paralegal, agreement requester, and agreement owner. An agreement summary is also full-text searchable and allows

the user to search using the "and" and "or" Boolean operators. The obligation search screen in this embodiment allows a user to search for obligations or obligation triggering events that meet certain criteria such as belonging to certain agreement types, owner, due date etc using both obligation and agreement fields.

Appellant respectfully disagrees with Examiner's arguments. As can be seen from the above quoted passages, Dan teaches that in step 800, an external request (or message, or document) arrives at a particular enforcement code component. Clearly, in Dan the request arrives at the contract enforcement code, but does not include the contract enforcement code. Therefore, Dan does not teach "including said contract data into a request for said service" as recited in claim 14.

Reid teaches that the agreement search screen allows a user to search for agreements based on several fields. However, Reid also does not teach the inclusion of the contract data (including contract selection parameters) into a request. As discussed in the Appeal Brief, the Appellants' claimed invention has the advantage that by including contract selection parameters into the service request, the requestor can have influence on the contract selection.

For the reasons set forth in the Appeal Brief, and for those set forth herein, Appellants respectfully solicit the Honorable Board to reverse the Examiner's rejections. Please charge any shortage in fees due in connection with the filing of this

paper, if any, to Deposit Account 09-0461, and please credit any excess fees to such deposit account.

Date: October 24, 2011

Respectfully submitted,

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